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Attorneys for Defendant
SKYWEST AIRLINES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SKYWEST PILOTS ALPA ORGANIZING
COMMITTEE, et al.,

Plaintiffs,

vs.

SKYWEST AIRLINES, INC.,

Defendant.

Case No. C-07-2688 CRB

**DEFENDANT SKYWEST'S INITIAL
OPPOSITION TO PLAINTIFFS' MOTION
TO REQUIRE IT TO RELEASE
PLAINTIFF PHIL ALFORD**

Date: TBD
Time: TBD
Crm: 8, 19th Floor

Judge: Hon. Charles R. Breyer

Action Filed: May 22, 2007

DEFENDANT SKYWEST'S INITIAL OPPOSITION TO PLAINTIFFS' MOTION TO REQUIRE IT TO RELEASE
PLAINTIFF PHIL ALFORD, CASE NO. C 07-2688 CRB

1 Since this action was filed on May 22, 2007, Phil Alford – the subject of Plaintiffs’ newest
2 motion – has been off eight of the thirteen intervening days. Plaintiffs do not dispute that during that
3 time, Mr. Alford – who is domiciled and lives in Salt Lake City – was in San Francisco last week.
4 *See* Motion to Require SkyWest to Release Plaintiff Phil Alford at 2. Plaintiffs intentionally fail to
5 disclosed to the Court whether they have spent any time preparing Mr. Alford while he was here
6 because they undoubtedly did so. Indeed Plaintiffs’ lawyers advised SkyWest not to schedule him
7 during this period. Alford thus already has met with counsel and has been prepared. Nonetheless,
8 Plaintiffs are unwilling to accept SkyWest’s compromise to provide him later in the day than they
9 would like, so that its operations are not disrupted. SkyWest is unscheduling every other witness
10 that Plaintiffs have requested.

11 Plaintiffs’ interpretation of the May 24, 2007 hearing is wrong. The Court did not issue an
12 order requiring SkyWest to clear the flight schedules of all Plaintiffs’ witnesses so that each witness
13 has time to spend a day traveling to the Northern District of California, a day preparing with
14 Plaintiffs’ counsel in the Northern District of California and a day to attend the preliminary
15 injunction hearing (as well as a day to travel home). The Court certainly did not order that SkyWest
16 unschedule pilots who already met with plaintiffs’ attorney to prepare so that they could prepare
17 again. To the extent there is any ambiguity in the hearing transcript, as set forth in the Declaration
18 of Jay Oyler in Support of Defendant’s Reply to Plaintiffs’ Opposition to SkyWest Airlines, Inc.’s
19 Motion to Transfer (doc 108), re-assigning scheduled trips is especially burdensome and, therefore,
20 the hearing transcript should be interpreted to require Plaintiffs’ witnesses to prepare with counsel on
21 their own time.

22 This frivolous motion is Plaintiffs’ fifth "emergency" motion in the last four court days. It is
23 an abuse of process for Plaintiffs to continue filing such motions. At no point in this litigation have

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1 Plaintiffs ever compromised on any issue, no matter how small. Not once. Their abusive litigation
2 tactics should be stopped. Now. SkyWest respectfully requests that the Court deny Plaintiffs' latest
3 "emergency" motion.

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5 Dated: June 4, 2007

WINSTON & STRAWN LLP

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7 By: _____

Robert Spagat

8 Attorneys for Defendant
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